

E3 Pass Sweepstakes

OFFICIAL SWEEPSTAKES RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. **E3 Pass Sweepstakes** (the “Sweepstakes”) is sponsored by Bethesda Softworks LLC (the “Sponsor”). For the purposes of the Sweepstakes, the “Sweepstakes Group” is composed of the Sponsor, together with its affiliates and related companies, including without limitation its parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of material and services related to the Sweepstakes, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Sweepstakes and their respective officers, directors, employees, agents, and other representatives.

1. SWEEPSTAKES PERIOD

The Sweepstakes starts on Tuesday, June 7th, 2016 at 12:00:00 p.m. (noon) Eastern Daylight Time (“EDT”) and ends on Thursday, June 9th, 2016 at 11:59:59 p.m. EDT (the “Sweepstakes Period”).

2. ELIGIBILITY

All participants must be 18 years of age or older at the time of entry, must possess a valid form of identification and be a legal resident of one of the 50 United States (or the District of Columbia). All applicable federal, national, state, provincial and local laws and regulations apply. Void where prohibited, restricted or taxed by law. Excluded from eligibility are officers, directors, employees, agents and representatives of Sponsor, each of its respective parent, affiliated or related companies, agencies, suppliers of the materials and services related to this Sweepstakes, and members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and sales representatives.

3. HOW TO ENTER

NO PURCHASE NECESSARY. Internet access and valid Twitter or Instagram account required. To enter the Sweepstakes, during the Sweepstakes Period a participant must either

(i) follow @Bethesda on Twitter, take a selfie with a copy of one of our games in front of the Los Angeles Convention Centre and post the selfie using the hashtag #BethesdaBooth

OR

(ii) follow @Bethesda on Instagram, take a selfie with a copy of one of our games in front of the Los Angeles Convention Centre and post the selfie using the hashtag #BethesdaBooth

In order for your entry to be valid, your Twitter or Instagram account used

must be public and thus viewable by the Sponsor and its agents. Once your Instagram post or Tweet is verified by Sponsor, you will receive one (1) entry (each an "Entry" or collectively, the "Entries") into the Sweepstakes. By submission of an Entry, you confirm that you have read, understood and agree to abide by the Official Sweepstakes Rules. Your post must contain all of the criteria listed above or it will be void and ineligible for entry into the Sweepstakes. **Limit: One (1) Entry per person per social media channel during the Sweepstakes Period (an entrant may enter through both Twitter and Instagram).** Entry must be submitted by the entrant him or herself. Entrant may only use one social media account in connection with this Sweepstakes. Any attempts to exceed the maximum number of Entries per person is a violation of these Official Sweepstakes Rules and may result in disqualification. Use of automated devices is prohibited; automated Entries (including but not limited to Entries submitted using any robot, script, macro or other automated service) are not permitted and may result in disqualification.

4. HOW TO WIN

On or about Friday, June 10th, 2016 (the "Draw Date") in Rockville, Maryland, a random draw will be conducted from all Entries received during the Sweepstakes Period. There are ten (10) E3 passes available to be won through each social media channel (twenty in total). See Prize Claim Conditions in Rule 5 below. Odds of being selected as eligible to win a prize in this Sweepstakes will depend on the total number of eligible Entries received during the Sweepstakes Period.

5. PRIZE CLAIM CONDITIONS

The selected entrant will be notified via direct messaging through Twitter and Instagram within approximately forty-eight (48) hours of the Draw Date at the Twitter or Instagram account used by the entrant during entry. Each selected entrant may also be required to complete and return to Sponsor (or its authorized agent) by the deadline specified in the documents a written affidavit of eligibility (or declaration and release) and publicity release form (collectively, the "Release"), releasing the Sweepstakes Group from any liability in connection with this Sweepstakes or the acceptance, possession, use or misuse of any prize. Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within three (3) days of first attempt by Sponsor or Sponsor's agent, failure to provide proof of eligibility (if requested), Release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question (as applicable), or other non-compliance with these Official Sweepstakes Rules may result in disqualification, forfeiture of the prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited prize at random from all remaining eligible Entries received, who will be subject to disqualification in the same manner.

6. PRIZES

There are twenty (20) E3 passes available to be won. Each pass allows one (1) entrant public admission to the Electronic Entertainment Expo in Los Angeles, California from July 14th-16th, 2016. Prizes do not include airfare or accommodation.

Prizes will be delivered via direct message to the Twitter or Instagram account of verified winners. Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; however, the Sweepstakes Group reserves the right to substitute a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a prize, or any component of any prize, cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes. Sponsor makes no representations or warranties with respect to any prize. Any other taxes, costs or expenses associated with the prizes will be the responsibility of selected winners. Limit: One (1) prize per person and per household.

7. PERSONAL INFORMATION

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Sweepstakes for the purposes of administering the Sweepstakes and prize fulfillment. By entering this Sweepstakes, you consent to such collection, use, and disclosure of your personal information.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice. Aggregate and/or anonymized Sweepstakes winner information may be used by the Sponsor to communicate about the Sweepstakes to its retailers and distributors.

For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: http://www.zenimax.com/legal_privacy.htm.

8. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY

Without limiting the generality of the foregoing, if the Sweepstakes, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor may, in its sole discretion, void any suspect Entries and: (a) terminate the Sweepstakes, or any portion thereof; (b) modify

or suspend the Sweepstakes, or any portion thereof, to address the impairment and then resume the Sweepstakes, or relevant portion, in a manner that best conforms to the spirit of these Official Sweepstakes Rules; and/or (c) award the prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

9. GENERAL CONDITIONS

Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Sweepstakes Rules. Decisions of Sponsor and/or any independent contest judging organization will be final and binding on all matters pertaining to this Sweepstakes. Sweepstakes is subject to all applicable federal, state, provincial and local laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Sweepstakes Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Sweepstakes Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Sweepstakes Rules is determined to be invalid or otherwise unenforceable, then the Official Sweepstakes Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Sweepstakes and/or Sweepstakes websites, violates the Official Sweepstakes Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of the person who submitted any Entry, the authorized account holder of the Twitter or Instagram account used to submit the entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned the account by an access provider (Twitter/Instagram), service provider, or other person or organization responsible for assigning the account. The potential winner may be required to show proof of being the authorized account holder.

10. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT SWEEPSTAKES GROUP HAS NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS AGAINST, ANY LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM (A) ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES, INCLUDING ACCESS TO AND USE OF THE SWEEPSTAKES WEBSITES, (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY, OR (C) THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Sweepstakes Group and any of Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Sweepstakes website users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of submissions in the Sweepstakes; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail or social media post to be received by or from the Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Sweepstakes; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

11. TWITTER AND INSTAGRAM DISCLAIMER

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram. In entering the Sweepstakes, entrants are providing information to Sponsor and not to Twitter or Instagram. By entering the Sweepstakes, each entrant releases Twitter and Instagram completely from any liability in respect of the Sweepstakes.

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